

Invitation for Bids (IFB) No. B24013

Door Hardware and Related Supplies



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ATTACHMENTS. Each bidder shall verify that they have downloaded and reviewed the following attachments, which are included as part of this IFB:

Number	Attachment	Description
2.0	A	W/MBE and S3 Subcontractor Certification Form
3.0	B	Section 3 Business Self-Certification Form
4.0	C	Statement of Contractor's Qualifications
5.0	D	Profile of Firm Form
6.0	E	Form HUD-5369-B (8/93), Instructions to Offerors, Non-Construction
7.0	F	Sample Contract Form (This contract is being given as a sample only; MPHA reserves the right to revise the ensuing contract.)

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INDEX OF SUBMITTAL DOCUMENTS

The Index of Submittal Documents table below is provided to assist the bidder in submitting a responsive bid. The Index contains a list of all required submittal items as also detailed in Sections 2.1 and 2.2 herein.

Please review the table below and submit all documents that are checked as “Required Submittal” with your bid. Documents that are checked “Signature Required” must be properly executed.

INDEX OF SUBMITTAL DOCUMENTS			
Document	Required Submittal	Signature Required	Bidder Checklist
Attachment A, W/MBE and S3 Subcontractor Certification Form	X	X	
Attachment B, Section 3 Business Self-Certification Form	Optional	X	
Proposed Fees (no form, fees are submitted directly within the Housing Agency Marketplace)	X		

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INTRODUCTION

Minneapolis Public Housing Authority (MPHA) is a public entity formed in 1991 to provide federally subsidized housing and housing assistance to low-income families in Minneapolis, MN. MPHA is headed by an Executive Director and is governed by a nine-person board of commissioners and is subject to the requirements of Title 2 of the Code of Federal Regulations (CFR) and MPHA’s Procurement Policy.

MPHA currently owns and/or manages: (a) 42 high-rise apartment complexes totaling 5,006 units; (b) 753 single-family homes throughout the City of Minneapolis; (c) 200 townhome units in the Glendale family development; and (d) administers over 5,000 Section 8 Housing Choice Vouchers. MPHA has approximately 325 employees.

MPHA is now soliciting bids from qualified entities to provide maintenance, repair, and operating supplies. All bids submitted in response to this solicitation must conform to the IFB requirements and specifications. MPHA encourages Section 3, minority- and/or women-owned businesses to respond.

IFB INFORMATION AT A GLANCE

CONTACT PERSON	Marc Hughes, Buyer Telephone: 612-342-1490 E-mail: mahughes@mplspha.org TDD/TTY: (800) 627-3529
HOW TO OBTAIN THE IFB DOCUMENTS	1. Access ha.internationaleprocurement.com (no “www”); then 2. Click on the “Sign-up now as a Vendor” button on the left side of the page and follow the listed directions. If you have any problems accessing the system or submitting a bid, please call customer support at (866) 526-0160.
PRE-BID CONFERENCE	None scheduled.
DEADLINE TO SUBMIT QUESTIONS	April 25, 2024 at 3:00 PM CST Questions must be submitted online in the Housing Agency Marketplace or via e-mail to the Buyer by the date and time noted above.
BID SUBMITAL DEADLINE & RETURN	May 8, 2024 at 3:00 PM CST Proposed fees and the required bid documents must be submitted online in the Housing Agency Marketplace by the deadline noted above. MPHA will open the bids electronically at the above date and time via Zoom.

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- 1.0 SCOPE OF WORK.** Minneapolis Public Housing Authority (MPHA) is currently seeking bids from qualified firms to provide maintenance, repair, and operating supplies. The successful bidder (Contractor) shall supply various items to MPHA staff on an as-needed basis.
- 1.1 Product Availability.** The successful bidder (Contractor) shall supply various door hardware and related supplies. The most common items purchased by MPHA are key blanks, cores, mortise locks, and deadbolts from the price lists detailed in Section 3.2. The Contractor shall have a storefront where MPHA may pick-up items or fulfill and deliver MPHA's orders within 2 days of order placement by MPHA.
- 1.1.1 Shipping.** All products shall be delivered to the designated MPHA site specified by MPHA at the time of order placement. Prices are FOB the specified MPHA site. All MPHA sites are located within the City of Minneapolis. All costs associated with shipping shall be reflected in the Contractor's proposed discounts. No additional freight charges will be allowed.
- 1.1.2 Backorders.** The Contractor shall promptly notify MPHA in writing of any items from an order that are backordered and provide the estimated delivery date of such items. In such case, the Contractor shall allow MPHA to cancel the order of any backordered items. Backorders must be shipped as soon as available.
- 1.1.3 Returns.** The Contractor shall accept and provide full returns for products purchased by MPHA within 30 days of an order being received.
- 1.1.4 Manufacturer Catalogs and Price Lists.** At MPHA's request, the Contractor shall provide copies of the manufacturer's catalogs and price lists at no additional cost to MPHA.
- 1.2 Brands and Proposed Equivalent Products.** Bidders must bid on all pricing items (i.e. products) detailed in Section 2.2. If a bidder would like to propose an alternative, equal product for any pricing item (product), **the bidder must submit a request for the proposed equivalent product in writing to MPHA prior to the question deadline** for MPHA's consideration. The bidder must include backup documentation demonstrating each proposed alternative product's equivalence. MPHA will consider and respond to each request for approval.
- 1.3 Discontinued Items.** The Contractor shall notify MPHA in writing within seven (7) days if the item included in the ensuing contract that becomes discontinued or recalled by the manufacturer. The Contractor shall include documentation from the manufacturer for verification.
- 1.4 Back Orders.** The Contractor shall promptly notify MPHA in writing of any items from an order that are backordered and shall provide the estimated delivery date of such items. In such case, the Contractor shall allow MPHA to cancel the orders of any backordered items.
- 1.5 Delivery and Turnaround Time.** The Contractor shall deliver MPHA material orders within ten (10) business days following the placement of an order. The Contractor shall deliver to any MPHA location depending on where the individual employee who ordered is assigned to complete the work.
- 1.6 Parts and Materials Condition.** The Contractor shall only provide, and MPHA will only accept, new parts, materials, and equipment under the ensuing contract.

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- 1.7 Location.** The Contractor must have a store front where staff can purchase items within 20 miles of MPHA's main office at 1001 Washington Ave N, Minneapolis, MN 55401. If the Contractor does not have a store front within 20 miles of this location, the Contractor must provide freight allowed shipping of items to MPHA's job locations at no additional cost to MPHA (including shipping, return shipping, etc.).
- 1.8 Warranty.** The Contractor shall warrant all items purchased as per the manufacturer's warranty.
- 1.9 Inventory Requirements.** The Contractor shall maintain a minimum of eighty percent (80%) fill on all orders. At the time of order, the Contractor shall identify which ordered items are not in stock and give an estimate of the time required to complete the shipment. Based upon that information, MPHA may, at its discretion, exercise the option to cancel the order.
- 1.10 Invoicing.** The Contractor shall submit detailed invoices to MPHA within 30 days after shipment has been completed. Invoices shall include an itemized description of the items purchased, quantity of each, and the unit and total costs of the items purchased. Invoices shall be submitted to invoices@mplspha.org or to 1001 Washington Ave N, Attn: Accounts Payable, Minneapolis, MN 55401.
- 1.11 Contractor Responsibilities.**
- 1.11.1 Equipment and Supplies.** The Contractor shall own or have access to all necessary tools, equipment, and supplies to complete the services outlined herein.
- 1.11.2 Staffing and Subcontracting.** The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without MPHA's prior written consent. The Contractor must have an adequate number of its own staff to perform the services.
- 1.11.3 Safety Standards.** The Contractor must ensure that each of its employees knows and abides by safety precautions in the use of tools and equipment in providing these services. The Contractor shall also ensure the safety of the Contractor's staff, MPHA residents and employees and the general public at all times while performing services. The Contractor shall, upon MPHA's request, provide MPHA with a copy of its safety policy.
- 1.11.4 Prior Approval Required.** The successful bidder shall not conduct any work without the prior written authorization from the appropriate MPHA representative. Failure to abide by this directive shall release MPHA of any obligation to pay the Contractor for any work conducted without the noted prior written authorization.
- 1.11.5** The Contractor shall timely repair any damage to MPHA property or any other property (e.g. resident property; adjacent property; etc.) caused by the Contractor, whether such acts were intentional or not.
- 1.11.6** The Contractor shall ensure that all work performed by the Contractor is performed in a safe and professional manner, compliant with all codes, laws, regulations, statutes, and commonly accepted industry standards.

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1.11.7 The Contractor must have proper identification for all Contractor personnel when on MPHA sites (i.e. wearing company logo, uniform, ID badge, etc.).

1.11.8 As the ensuing contract covers many different buildings and staff members, the Contractor shall attend semi-annual meetings with MPHA to go over the contract and discuss expectations and any concerns.

1.11.9 Communication. The Contractor shall maintain open lines of communication with the appropriate MPHA staff member(s) at all times, respond in a timely manner, and provide updates to MPHA as needed.

1.12 Non-Exclusive Award. As a result of any ensuing contract award, MPHA will not guarantee that the successful bidder is the exclusive provider for MPHA’s door hardware and supplies. MPHA reserves the right to conduct additional solicitations (i.e. informal quotes; formal bids) or micro-awards to other firms if MPHA feels that doing so is in its best interests.

1.13 Authorized Distributor. The Contractor must either be the manufacturer or an authorized distributor of the manufacturer for the products sold under the ensuing contract. The Contractor must either be listed on the OEM’s website as an authorized distributor or an authorized manufacturer’s representative or provide a letter from the OEM, on the OEM letterhead, stating the Contractor is authorized to sell the OEM’s line of products and that all OEM equipment warranties are applicable.

2.0 BID FORMAT.

2.1 Bid Submittal. MPHA intends to retain a Contractor pursuant to a “Low Bid” basis, also taking responsiveness and responsibility into consideration. Therefore, all bids submitted in response to this IFB must include the following completed documents and information noted in the table below so that MPHA can properly evaluate the offers received. The proposed fees (see Section 2.2) and the required bid documents below must be submitted online in the Housing Agency Marketplace by the bid deadline. None of the proposed services may conflict with any requirement that MPHA has published herein or has issued by addendum.

Item No.	Description
Step #1 Bid Submittal. Initial documentation/information to be submitted by all bidders prior to the bid submittal deadline.	
1	Proposed Fees. There is no form to complete; fees are submitted directly within the Housing Agency Marketplace.
2	WMBE and Section 3 Subcontractor Certification (Attachment A). The bidder must document their efforts to meet MPHA’s W/MBE and Section 3 participation goals by completing and submitting this certification form as part of the Step #1 bid submittal.
3	Section 3 Business Self-Certification Form (Attachment B) (Optional). Section 3 is income-based and allows MPHA to give preferences to those that qualify. Any bidder claiming a Section 3 Business Preference must submit Attachment B as part of the Step #1 bid submittal. Prior to award, MPHA will request additional documentation as needed from the bidder to confirm their Section 3 status.

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4	List of any proposed alternative brands/price lists (Optional). The bidder may propose alternative brands/price lists in addition to those detailed herein. See Section 3.2.
Step #2 Bid Submittal. Documentation/information to be submitted only by the apparent low bidder within 10 days when directed by MPHA to do so. The apparent low bidder must submit the Step #2 bid documents via e-mail to the Buyer.	
1	Statement of Contractor’s Qualifications (Attachment C). This form must be fully completed and submitted as part of the Step #2 bid submittal.
2	Profile of Firm Form (Attachment D). This form must be fully completed and submitted as part of the Step #2 bid submittal.
3	Equal Employment Opportunity/Supplier Diversity. The bidder must submit a copy of its Equal Employment Opportunity Statement and a complete description of the positive steps it will take to ensure compliance with the regulations detailed in Section 4.5 regarding supplier diversity (e.g. small, minority-, and women-owned businesses).
4	Subcontractor/Joint Venture Information (Optional). The bidder shall identify whether or not they intend to use any subcontractors and/or if the bid is a joint venture with another firm. All information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
5	Licenses. The low bidder must submit copies of any licenses required to perform these services as detailed in Section 4.3.4 herein.
6	Other Information (Optional). The bidder may include any other information that they believe is appropriate to assist MPHA in its evaluations.

2.2 Entry of Proposed Fees. Bidders shall submit proposed fees in the Housing Agency Marketplace for each pricing item listed in the table below. Unless otherwise stated, the **proposed fees are all-inclusive** of all related costs that the successful bidder will incur to provide the noted services, including but not limited to freight and delivery fees; employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; travel expenses; mileage; trip fees; document copying; etc.

Bidders must enter pricing for all pricing items in the Housing Agency Marketplace. **Any proposed equivalent products must be submitted in writing to MPHA for consideration by the question deadline (see Section 1.2).**

Item No.	Qty.	Unit of Measure	Description
1	1	Each	% discount on BEST Access Solutions products Price Lists: <ul style="list-style-type: none"> • BEST, Mechanical and Electronic Locks, Keys/Cores, Access & Door Closers Price List PL76 R1, Effective: January 2024 • BEST, Sliding and Folding Hardware, Price List PL76, Effective: January 2024

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			<ul style="list-style-type: none"> BEST, Hinges and Door Accessories, Price List PL76, Effective: January 2024
2	1	Each	% discount on Falcon products Price Lists: <ul style="list-style-type: none"> Falcon, Price book 14, Effective March 1, 2024
3	1	Each	% discount on PBB, Inc. products Price Lists: <ul style="list-style-type: none"> PBB, Inc., Architectural Price Book Effective October 1, 2023
4	1	Each	% discount on Schlage products Price Lists: <ul style="list-style-type: none"> Schlage, Multi-family Price Book 14, Effective March 1, 2024 Schlage, Commercial Price book 14, Effective March 1, 2024 Schlage, Residential Price Book 14, Effective March 1, 2024
5	1	Each	% discount on miscellaneous and unlisted items (most common: kick plates, wall bumpers, lubricants, etc.)

2.2.1 Entry of Proposed Discounts. The bidder shall enter their proposed discounts for the Pricing Items in the Housing Agency Marketplace as a percentage off retail price. For example, if a bidder proposes to provide a discount of 5% for a Pricing Item, they shall enter "0.05" in the cost area for this item; if a bidder proposes to provide a discount of 20%, they shall enter "0.20" in the cost area for this item; if a bidder proposes to provide a Pricing Item at cost, they shall enter "1.0" in the cost area; and so forth. The Housing Agency Marketplace will perform the extended calculations. Any shipping fees shall be reflected in the proposed discounts.

2.2.2 Pricing Items Weighted. MPHA will weight the Pricing Items based on which brands are most often purchased. The Pricing Items will be weighted as follows:

- Pricing Item No. 1 = 40%
- Pricing Item No. 2 = 10%
- Pricing Item No. 3 = 10%
- Pricing Item No. 4 = 20%
- Pricing Item No. 5 = 20%

MPHA will multiply each bidder's proposed discounts by the weighted amount given above for each Pricing Item and then take the average of the sum of all the Pricing Items. The bidder with the highest average discount will be the apparent low bidder.

2.3 Additional Information Regarding the Pricing Items.

2.3.1 Quantities. All quantities entered by MPHA herein and in the Housing Agency Marketplace are for calculating purposes only and are estimates regarding company needs

and are not a guarantee of total order quantity. MPHA reserves the right to order from the Contractor, on a work order basis, any amount of goods and/or services MPHA requires.

2.3.1.1 Indefinite Quantities Contract. Though MPHA anticipates awarding to only one firm, which HUD defines as a Requirements contract, MPHA reserves the right to complete award to more than one firm if MPHA decides that such is in its best interests. If MPHA makes such multiple awards, the ensuing contracts shall become an Indefinite Quantities Contracts (IQC), and the following clauses shall apply:

2.3.1.1.1 Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount. If any the ensuing contracts becomes an Indefinite Quantities Contract (IQC), MPHA shall award to each Contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work pursuant to HUD regulation. The required minimum and maximum contract amounts are \$2,500 (GCMA) and \$500,000 (NMCA) over the life of the contract.

2.3.1.1.2 Exceptions Regarding the GCMA. The noted GCMA (not the entire contract, only the restrictions regarding the set GCMA) will be null and void for any firm that rejects a total of 2 requests from MPHA for work during the contract period.

2.3.2 Entry of Proposed Fees. Bidders are strongly encouraged to submit a realistic and reasonable fee for each pricing item. Additional proposed fees cannot and will not be accepted after the bid submittal deadline. Bidders must propose fees (and therefore services) for all pricing items, meaning bidders cannot “pick and choose” which pricing items (or services) that they wish to respond to. After entry of proposed unit fees for the pricing items, the Housing Agency Marketplace will automatically multiply such fees by the listed quantities. MPHA will take the total sum of all line items to get the Total Calculated Cost that will determine the apparent low bidder.

2.3.3 Realistic Proposed Fees. Each bidder is strongly encouraged to submit a realistic fee for each pricing item; MPHA will not negotiate an increase to any proposed fees after the submittal deadline. MPHA reserves the right to not award to any bidder that, in MPHA’s opinion, proposes a fee that is deemed by MPHA to be unreasonable. For example, if a bidder enters \$1.00 per hour for an hourly pricing item, then \$1.00 per hour is what the bidder will charge MPHA for the work if MPHA deems such is in its best interests. If, despite this warning, a bidder proposes a fee that MPHA deems is not realistic, MPHA reserves the right to require the bidder to, prior to the execution of the contract, present a cash bond in a suitable amount to ensure that the bidder fulfills his/her obligation in this matter. If the bidder does not fulfill their obligation to this matter at any time, then the bond shall be forfeited in the amount MPHA needs to award the services to another firm. MPHA may terminate any Contractor that fails to fulfill their obligation in such matter. If such termination occurs, the balance of the bond will be returned upon termination.

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2.3.4 Determination of Total Calculated Costs. After entry of proposed discounts for the Pricing Items, the Housing Agency Marketplace will automatically multiply such discounts by the listed quantities. MPHA will then take the average discount across all bid items, with the highest discount being the apparent low bidder.

2.3.5 Taxes. As of January 1, 2017, MPHA is exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. Community Housing Resources (CHR) is also exempt from paying Minnesota State Sales and Use Taxes and Federal Excise Taxes. Letters of Tax Exemption will be provided upon request.

The Elliots LP, for whom MPHA manages two high-rise properties for, is not tax exempt. Work performed at those two high-rise properties must include the appropriate taxes. Contractors must pay sales or use tax on the cost of all materials, supplies, and equipment to complete construction contracts.

2.3.6 No Deposit/No Retainer. MPHA will not pay any deposit or retainer fees as a result of award of the ensuing contract, meaning that MPHA will only pay the Contractor for the actual provision of services.

2.4 Bid Submission. Proposed fees and all required bid documents (see Sections 2.1 and 2.2) shall be submitted online in the Housing Agency Marketplace by the bid deadline stated on page 5. Bids received after the deadline will not be accepted.

2.4.1 Submission Conditions. Do make any additional marks, notations, or requirements on the IFB documents. Bidders shall not change any requirements or forms contained herein, either by making or entering onto these documents any revisions or additions. If any such additional marks, notations or requirements are entered on any of the documents, such may invalidate that bid. If, after accepting such a bid, MPHA decides that any such entry has not changed the intent of the bid that MPHA intended to receive, MPHA may accept and consider the bid as if such entry were not entered on such. By accessing the Housing Agency Marketplace, registering, and downloading the IFB documents, the prospective bidder agrees to confirm all notices that MPHA delivers to them as instructed. By submitting a bid, the bidder agrees to abide by all terms and conditions published herein and by any issued addenda.

2.4.2 Submission Responsibilities. Each bidder shall be responsible to be aware of and abide by all dates, times, conditions, requirements, and specifications set forth in the IFB documents, including this document, the IFB attachments listed on page 3, and any addenda. By completing and submitting a bid, the bidder agrees to comply with all conditions and requirements set forth in those documents. Written notice from the bidder not authorized in writing by MPHA to exclude any of MPHA's requirements contained in the documents may cause that bidder to not be considered for award.

2.5 Contact with MPHA. Each bidder shall address all communication regarding this IFB process to the Buyer only. Bidders must not communicate with any other MPHA staff member or official, including members of the Board of Commissioners, regarding this IFB. Failure to abide by this requirement may be cause for MPHA to not consider a bid submittal.

2.5.1 Addenda. All questions and requests for information must be addressed in writing to the Buyer who will respond to all such inquiries in writing by addendum to all

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prospective bidders. During the IFB solicitation process, the Buyer will not conduct any substantive conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the Buyer; it means that, other than making replies to direct the prospective bidder where their answer has already been issued in the solicitation documents, the Buyer will not respond to the prospective bidder's inquiries but will direct them to submit such inquiry in writing so that the Buyer may fairly respond to all prospective bidders in writing by addendum.

3.0 BID EVALUATION.

3.1 Bid Opening. At the set date and time identified on page 5, all bids received will be publicly opened for the first time electronically via a screen broadcast, utilizing a Zoom meeting. All bids will be read aloud by MPHA, including the company name and their total calculated bid amount. MPHA will not disclose any other information or details regarding the bids during the bid opening. A copy of the bid tabulation will be made available to each member of the public attending the bid opening and to anyone who requests such afterwards. Bids will not be made available for inspection by anyone during the bid opening. Bids will be available for inspection by the public after an award has been completed.

3.1.1 Ties. In the case of ties, the award shall be decided by drawing lots or other random means of selection.

3.2 Responsive Evaluation. After the public opening, the bids will be privately evaluated by MPHA for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by MPHA in a timely manner.

3.3 Responsible Evaluation. MPHA will also evaluate each bid as to responsibility (e.g. a firm that is qualified, responsible, and able to provide to the MPHA with the required services). If MPHA determines that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, MPHA may proceed with award. If MPHA determines that a firm is not-responsible, such firm will be notified of such in writing by MPHA in a timely manner. In such case, MPHA may proceed with the responsive and responsible evaluations with the next lowest bidder.

3.3.1 Depending on the amount of the award, it is possible that MPHA may take such contract award to MPHA's Board of Commissioners for approval of the award prior to executing a contract with the apparent successful bidder(s).

3.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

4.0 CONTRACT AWARD.

4.1 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the MPHA pursuant to this IFB:

4.1.1 Contract Form. MPHA will only execute a contract on its forms (see Attachment F, Sample Contract), and by submitting a bid, the bidder agrees to do so. However, MPHA

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will, prior to the question deadline, consider any contract clauses that the bidder wishes to include or exclude and submits in writing a request for MPHA to do so. MPHA will consider and respond to each such request. If such prospective bidder is not willing to abide by MPHA's response, then that prospective bidder may be deemed ineligible to submit a bid.

a. Mandatory HUD Forms. MPHA has no legal right or ability to at any time negotiate any clauses contained in any of the HUD forms included as part of this IFB.

4.1.2 Assignment of Personnel. MPHA retains the right to request and receive a change in personnel assigned to the work if MPHA believes that such change is in the best interest of MPHA and the completion of the contracted work.

4.1.3 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB including, but not limited to, selling or transferring the contract, without the prior written consent of MPHA. Any purported assignment of interest or delegation of duty, without the prior written consent of MPHA shall be void and may result in the cancellation of the contract with MPHA, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by MPHA.

4.1.4 Prompt Return of Contract Documents. All documents required to complete the contract, including contract signature by the successful bidder(s), shall be provided to MPHA within 10 days of notification by MPHA.

4.2 Licensing Requirements. Prior to award, the successful bidder will be required to provide:

4.2.1 Business License(s). If applicable, a copy of the successful bidder's business license(s) allowing that entity to provide such services in the State of Minnesota and/or, if applicable, any city or county jurisdiction therein in which work will be performed.

4.3 Contract Service Standards. All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

4.4 Equal Employment Opportunity and Supplier Diversity. Both the Contractor and MPHA have responsibilities regarding the hiring and retention of personnel and subcontractors pursuant to HUD regulation. **2 CFR § 200.321** states:

4.4.1 Contracting with small and minority businesses, women's business enterprises and labor surplus area firms.

4.4.2 (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4.4.3 (b) Affirmative steps include:

4.4.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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- 4.4.3.2 (2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- 4.4.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- 4.4.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;
- 4.4.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 4.4.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

4.4.4 Requirements. Section 2.1, Item No. 3 under Step #2 Bid Submittal, details what bidders must submit showing compliance with these regulations.

5.0 MPHA’S RESERVATION OF RIGHTS. MPHA reserves the following rights:

- 5.1 The Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by MPHA to be in its best interests.
- 5.2 The Right to Not Award.** Not award a contract pursuant to this IFB.
- 5.3 The Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for convenience upon 10 days written notice to the successful bidder.
- 5.4 The Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder shall provide the services called for in this IFB.
- 5.5 The Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without MPHA’s written consent.
- 5.6 The Right to Reject Any Bid.** Reject and not consider any bid that does not meet the IFB requirements, including but not limited to incomplete bids and/or bids offering alternate or non-requested services.
- 5.7 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 5.8 The Right to Prohibit.** At any time prohibit further participation by a bidder or reject any bid that does not conform to the IFB requirements. By accessing the IFB, the prospective bidder agrees to abide by all IFB terms and conditions and agrees to inform MPHA in writing within 5 days of the discovery of any IFB item that they feel needs to be addressed. Failure to abide by

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this time frame shall relieve MPHA, but not the prospective bidder, of any responsibility regarding such issue.

5.9 The Right to Reject – Obtaining IFB Documents. The Housing Agency Marketplace is the only place to obtain the IFB documents and any other information, such as addenda. Accordingly, by submitting a bid, the bidder affirms that they obtained all information on the Housing Agency Marketplace. Any other group, such as a bid depository, that informs vendors of this IFB must not distribute the documents but instead instruct vendors to visit the Housing Agency Marketplace to obtain the documents.

5.10 The Right to Modify. Modify the selection procedures, scope of work, certain aspects of the information or bids submitted, or deadlines for accepting bids. MPHA reserves the right to request amendments to or supplemental information for bids after the IFB deadline.